

BILL NO. S-88-12-03

SPECIAL ORDINANCE NO. S-186-88

AN ORDINANCE approving the awarding of Reference #1346 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Indiana Turf Equipment Corp. for the Board of Park Commissioners.

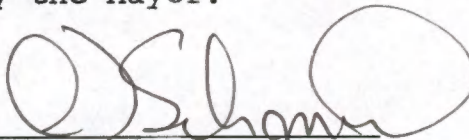
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1346 between the City of Fort Wayne, by and through its Department of Purchasing and Indiana Turf Equipment Corp. for the Board of Park Commissioners, respectfully for:

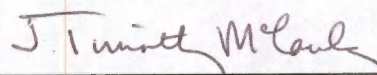
the purchase of four (4) riding mowers for the Board of Park Commissioners;

involving a total cost of Twenty-Nine Thousand Three Hundred Ninety-Five and no/100 Dollars (\$29,395.00),. all as more particularly set forth in said Reference #1346. which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REFERENCE NO. 1346
PARK DEPARTMENT
RIDING MOWERS

DESCRIPTION	KENNEY	INDIANA TURF
3 RIDING MOWERS	\$26,400.00	\$19,110.00
ALT 1	\$400.00	N/A
ALT 2	\$9,100.00	\$6,895.00
ALT 3	\$2,000.00	\$1,695.00

KENNEY BIDDING ADD'L ALT FOR 3 MOWERS \$23085.00

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE November 10, 1988 BID REFERENCE # 1346

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350,
CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE
OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE
BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF
THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER
11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Three (3) Riding Rotary Mowers

AND REQUESTED BY Board of Park Commissioners

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUEST-
ED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCESSFUL
BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA
STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFI-
CATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE
TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS
AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE
BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A
PERIOD OF NINETY (90) DAYS.

FIRM NAME Indiana Turf Equipment Corp.
STREET ADDRESS 6810 Guion Road
CITY Indianapolis
BY Galen Stoffel PHONE 317/291-2280
REPRESENTATIVE SIGNATURE
Galen Stoffel

of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

13. Councilmanic Approval and Ratification of Contract.
This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 19110.00. (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

2 weeks a.r.o.

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the Government of any state or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

OPTIONAL RENEWAL

[] By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be conducted by the persons named below. Only these persons will have the authority to accept or reject the bids. In the event the individual or individuals listed below are no longer employed by the City or are no longer employed in the position stated, the person or persons assuming their positions will be responsible for the acceptance or rejection.

<u>NAME</u>	<u>TITLE</u>
Dennis Noak (219) 427 1253	Superintendent of Parks
GLORIA J GOEGLEIN (219) 427-1101	PURCHASING DIRECTOR

Any questions pertaining to the Bid Package itself, should be directed to:

DOTTIE HANNEMAN

(219)427-1101

SUPERVISOR

Specification for Three (3) Riding Rotary Mowers, including all equipment listed as standard in manufacturer's printed literature describing the mower, (or approved equal), unless superceded by special equipment specified herein:

- | | | | |
|------------------------|--|------------------|------------------------------|
| 1. YEAR: | 1988/1989 | TOTAL UNIT PRICE | \$ <u>6,875⁰⁰</u> |
| 2. GRASS CUTTING UNIT: | Rotary front mounted unit.
Constructed of not less than 12 gauge steel, width of cut not less than 60 inches, three spindle blade drives, spindle shafts will be regreasable and not less than one inch thick in diameter, side discharge, hydraulic lift, front caster wheels, adjustable cutting height 1"-4" high lift cutting blades. Deck is free floating with rear anti-scalp device. P.T.O. shaft, driven from main power unit with gear drive. | | \$ <u>ABOVE</u> |
| 3. CHASSIS: | Front wheel driven constructed to allow operator to sit in a position over main drive wheels, equipped with hour meter, ammeter, water temperature gauge and oil pressure signal, ignition switch, not less than 6 gal. fuel tank. | | \$ <u>ABOVE</u> |
| 4. ENGINE: | Commercial/Industrial type engine with not less than 20 H.P., not less than 2 cylinders, water cooled, oil pump pressure lubrication, oil filter, cyclopas cartridge type air cleaner, electric start with battery, not less than 15 amp alternator. | | \$ <u>ABOVE</u> |
| 5. TRANSMISSION: | Hydrostic with single foot pedal forward and reverse, variable speed control. | | \$ <u>ABOVE</u> |
| 6. FUEL: | Regular or unleaded gasoline | | \$ <u>ABOVE</u> |
| 7. WHEELS: | Not less than - 15 x 6.00-Full
4 Ply - Rear
20 x 8.00-Full
4 Ply - Front
Tubeless turf type traction tire. | | \$ <u>ABOVE</u> |
| 8. STEERING: | Steering wheel connected to rear chassis wheel or wheels, zero traction assist turning radius in one or both directions. | | \$ <u>ABOVE</u> |
| 9. BRAKING: | Equipped with positive suspension type with padded seat and back seat. | | \$ <u>ABOVE</u> |
| 10. SEAT: | Deluxe adjustable position suspension type with padded seat and back seat. | | \$ <u>ABOVE</u> |
| 11. SAFETY FEATURES: | Must comply with all safety specification outlined in ANSI B71.4-1980 and Federal and State OSHA regulations. Including Safety Interlock System with neutral seat. All belts and drive mechanism shielded for operator's protection. | | \$ <u>ABOVE</u> |

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

SPECIFICATIONS (Continued)

12. WARRANTY:

All maintenance repair under warranty will be picked up and returned to the Park Department at no charge to the buyer. Submit all warranty statements. At least one-year warranty.

2 YEAR

\$ ABOVE

13. TRADE INS:

#535 CUSHMAN 60" W/SNOW BLOWER

\$ 400⁰⁰

#536 CUSHMAN 60" W/SNOW BLOWER

\$ 400⁰⁰

#533 KUT KWICK

\$ 300⁰⁰

#531 KUT KWICK

\$ 300⁰⁰

#518 SMITHCO

\$ 175⁰⁰

All items of optional equipment must be factory installed or have prior approval of purchaser.

TOTAL \$ 20,685.00

LESS TAX: \$ —

LESS TRADE: \$ 1,575.00

LESS DISCOUNT: \$ —

TOTAL \$ 19,110.00

ALTERNATE #1: Leaf mulch for 60 inch mowing deck ADD: \$ N/A

ALTERNATE #2: Price for each additional mower as specified ADD: \$ 6,895.00

ALTERNATE #3: Snow blower attachment ADD: \$ 1,695.00

INDIANA TURF EQUIPMENT CORP.
6810 Orion Road
Indianapolis, IN 46268
Phone: (317) 291-2280
Distributor

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Indiana Turf Equipment Corp.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Indiana Turf Equipment Corp..
_____, that Indiana Turf Equipment Corp.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 7th day of November, 1988.

Indiana Turf Equipment Corp.
(Name of Bidder/Vendor)

James D. Gann Controller
(Name and Title of Person Signing)
James D. Gann, Controller



The Ohio Casualty Insurance Company

HAMILTON, OHIO

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Indiana Turf Equipment Corp.

(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of

Indiana as Surety, are held and firmly bound unto

City Of Fort Wayne

(hereinafter called the Obligee) in the penal sum of Not to Exceed 5% of the Attached Bid Dollars (\$ 5%)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated November 10 1988 , for

Supplying 3 riding rotary mowers

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, Sealed and Dated this 8th day of November, 1988...

Indiana Turf Equipment Corp.
(Principal)

By Robert A. Zwart

THE OHIO CASUALTY INSURANCE COMPANY

By Beth Leszczynski
Beth Leszczynski Attorney-in-Fact

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 24-449

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Robert H. Drake or Beth Leszczynski - - - - - of **Indianapolis, Indiana** - - -
its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

SEVEN HUNDRED FIFTY THOUSAND - - - - - (\$ **750,000.00** - - -) Dollars,
excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

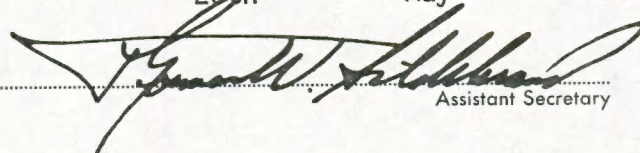
The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



STATE OF OHIO,
COUNTY OF BUTLER

} SS.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this **20th** day of **May** 19 **88**.


Assistant Secretary

On this **20th** day of **May** A. D. 19 **88** before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Thomas W. Hildebrand**, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.


Notary Public in and for County of Butler, State of Ohio

My Commission expires **December 25, 1991**....

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

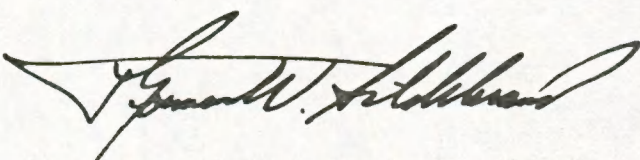
"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this **8th** day of **Nov.** A.D., 19 **88**




Assistant Secretary

Read the first time in full and on motion by Redd, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 12-13-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd, seconded by Redd, and duly adopted, placed on its passage. ~~PASSED~~ ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG				<u>✓</u>
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 12-27-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING-MAP) ORDINANCE RESOLUTION NO. D-186-88 on the 27th day of December, 1988,

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of December, 1988 at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 5th day of January, 1989, at the hour of 2:50 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

J-88-12-03

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE: AN ORDINANCE APPROVING THE AWARD OF REFERENCE NO. 1346 WITH RESPECT TO THE PURCHASE OF FOUR (4) RIDING MOWERS FOR THE BOARD OF PARK COMMISSIONERS. THE COST REFLECTS THE LOWEST AND MOST RESPONSIBLE VENDOR.

EFFECT OF PASSAGE: REPLACE OLDER UNITS; THE MAJORITY ARE 6 TO 8 YEARS OLD, AND ARE TOO COSTLY TO MAINTAIN.

EFFECT OF NON PASSAGE: OLDER UNITS ARE TOO COSTLY TO MAINTAIN WITH CONSIDERABLE DOWN TIME. WOULD BE UNABLE TO MAINTAIN PARK QUALITY AS NEED DEMANDS REQUIRE.

MONEY INVOLVED: INDIANA TURF

\$29395.00

SOURCE OF FUNDING: PARK DEPARTMENT
121-121-P240-4444

BILL NO. S-88-12-03

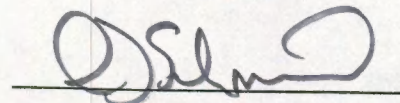
REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~ RESOLUTION) approving the awarding
of Reference #1346 by the City of Fort Wayne, Indiana, by
and through its Department of Purchasing and and Indiana
Turf Equipment Corp. for the Board of Park Commissioners

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

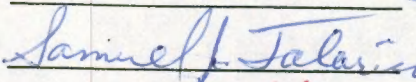
NO



DONALD J. SCHMIDT
CHAIRMAN



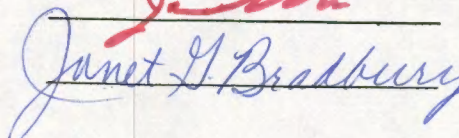
CHARLES B. REDD
VICE CHAIRMAN



SAMUEL J. TALARICO

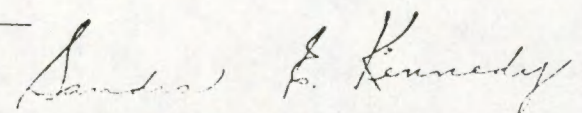


JAMES S. STIER



JANET G. BRADBURY

CONCURRED IN 12-27-88


Sandra E. Kennedy
City Clerk